## RELEASE OF ALL PROPERTY DAMAGE CLAIMS

## KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, \*\*\* ("Releasor"), being of lawful age, for sole consideration of \*\*\* Dollars (\$\*\*\*), does hereby, for him/herself and his/her heirs, executors, administrators, successors and assigns, release, acquit, and forever discharge \*\*\* and its representatives, heirs, executors, administrators, trustees, successors, affiliates, subrogors, subrogees, assignors, assignees, subsidiaries, parent corporations, agents, employees, officers, directors, attorneys, council members, firms, associations, and insurers (hereafter collectively "Releasees") from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, liens, attorneys' fees, expenses and compensation whatsoever, which the Releasor now has/have or which may hereafter accrue on account of, or in any way growing out of or stemming from any and all known and unknown, foreseen and unforeseen **property damage**, as well as the consequences thereof resulting or to result from, the \*\*\* incident, casualty or event which occurred on or about \*\*\*, at or near \*\*\*, more specifically referenced in Releasor's California Government Tort Claim dated \*\*\*.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the Releasees.

It is further understood and agreed that all rights under section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived. Said section reads as follows:

"Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

This settlement is intended to, and the Releasor warrants, that it will dispose of all liability of the Releases to the Releasor and to all and each of the heirs, executors, administrators, and assigns of Releasor as a result of the **property damage** claimed by the undersigned involving the occurrence referred to above. Should any further **property damage** claim be made by any person or entity to which the parties released are liable, directly or indirectly, as a result of the filing of a lawsuit or claim by the Releasor involving the **property damage** occurrence referred to above, the Releasor on behalf of him/herself and the heirs, executors, administrators, and assigns of the Releasor, agrees to and will hold harmless and indemnify the parties released of and from any and all liability for such claim, including all costs, expenses and attorneys' fees in defending such claim.

The Releasor hereby declare(s) and represent(s) that the **property damage** sustained is or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed that the Releasor relies wholly upon the Releasor's judgment, belief and knowledge of the nature, extent, effect and duration of said **property damage** and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives.

The Releasor further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to Releasor, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

THE UNDERSIGNED RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT. Signed, sealed and delivered on \_\_\_\_\_\_\_\_, 20\_\_\_\_. CAUTION: READ BEFORE SIGNING BELOW Witness Witness STATE OF \_\_\_\_\_\_\_ ) ss. COUNTY OF \_\_\_\_\_\_ ) On \_\_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)

WITNESS my hand and official seal.

acted, executed the instrument.